

## INVITATION TO BID

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION  
OFFICE OF STATE PURCHASING

BIDS WILL BE PUBLICLY OPENED:

**APR 14, 2004 10:00 AM**

PURCHASING AGENCY NO. : 107001

=====> VENDOR NO. :  
 SOLICITATION : 2187699  
 FILE NO. : K25604D  
 OPENING DATE : 04/14/04

=====> VENDOR NAME AND ADDRESS

**SEE NO. 8 BELOW. RETURN BID TO**

2187699

04/14/04

10:00 AM  
K25604D

OFFICE OF STATE PURCHASING  
 OFFICE OF STATE PURCHASING  
 POST OFFICE BOX 94095  
 BATON ROUGE, LA 70804-9095

BUYER : DOROTHEA YOUNG, CPPB  
 BUYER PHONE : (225) 342-8022  
 DATE ISSUED : 03/18/04  
 REQ. AGENCY : 264000 FOLD HERE-->  
 DCRT-OFFICE OF STATE PARKS  
 AGENCY REQ. NO. : 72904088  
 ISIS REQ. NO. : 1260049  
 VENDOR PHONE :  
 FISCAL YEAR : 04  
 CLASS/SUBCLASS : 98863  
 SCHEDULED BEGIN DATE : 00/00/00  
 SCHEDULED END DATE : 00/00/00  
 T-NUMBER :

**FILL IN VENDOR NUMBER (FEIN), NAME AND  
 ADDRESS ABOVE, BEFORE SUBMITTING BID.**

*DRAINAGE CULVERTS  
 GRAND ISLE STATE PARK*

## TO BE COMPLETED BY VENDOR

1. \_\_\_\_\_ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. \_\_\_\_\_ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. \_\_\_\_\_ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. \_\_\_\_\_ BID BOND ATTACHED, \_\_\_\_\_ CERTIFIED CHECK ATTACHED, \_\_\_\_\_ OTHER, IF REQUIRED.
5. \_\_\_\_\_ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

## INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: \_\_\_\_\_ N/A \_\_\_\_\_
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. \_\_\_\_\_ OR 100% OF BID.
7. DESIRED DELIVERY: \_\_\_\_\_ 060DAYS ARO \_\_\_\_\_
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

FOLD HERE--&gt;

VENDOR PHONE NUMBER:  
 FAX NUMBER:

TITLE

DATE

SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.  
 (MUST BE SIGNED)

NAME OF BIDDER  
 (TYPED OR PRINTED)

|   |                          |               |
|---|--------------------------|---------------|
| <b>STANDARD TERMS &amp; CONDITIONS</b>                                    | <b>INVITATION TO BID</b> |               |
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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:  
 \_\_\_\_\_ NA  
 \_\_\_\_\_ NA  
 \_\_\_\_\_ NA

13. BID FORMS.  
 ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.  
 ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.  
 BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.  
 BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.  
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES.  
 UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.  
 BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.  
 VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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| STANDARD TERMS & CONDITIONS   |  | INVITATION TO BID |           |
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21. NEW PRODUCTS.  
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.  
UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.  
THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.  
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.  
IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.  
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.  
BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.  
ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.  
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.  
IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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| SPECIAL TERMS & CONDITIONS                            |                | INVITATION TO BID |           |
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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:  
 OFFICE OF STATE PURCHASING  
 P O BOX 94095  
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING  
 CLAIBORNE BUILDING, SUITE 2-160  
 1201 NORTH THIRD STREET  
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

\*\*\*\*\*  
 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.  
 \*\*\*\*\*

\*\*ATTENTION:\*\*

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE,

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COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

- 3 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

- 4 BEFORE THIS CONTRACT IS ACCEPTABLE AND COMPLETE, SUCCESSFUL BIDDER SHALL CLEAN UP AND REMOVE FROM THE PREMISES ALL DEBRIS RESULTING FROM HIS WORK, AND SHALL SEE TO IT THAT ALL THE ITEMS FURNISHED ARE LEFT IN GOOD ORDER, CLEAN AND PROPERLY INSTALLED.

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| SPECIFICATIONS  |                | INVITATION TO BID |           |
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- 5 IMPORTANT: IN ACCORDANCE WITH R.S. 37:2163A CONTRACTOR'S LICENSE NUMBER MUST APPEAR ON THE BID OPENING ENVELOPE ON ALL PROJECTS IN THE AMOUNT OF \$50,000 OR MORE (AND \$1 OR MORE IF HAZARDOUS MATERIALS ARE INVOLVED).

FOR ANY BID SUBMITTED IN THE AMOUNT OF FIFTY THOUSAND DOLLARS OR MORE, THE CONTRACTOR SHALL CERTIFY THAT HE IS LICENSED AND SHOW HIS LICENSE NUMBER ON THE BID.

**BIDDERS REPRESENTATION:**

IN MAKING HIS BID, EACH BIDDER REPRESENTS THAT: HE HAS READ AND UNDERSTANDS THE BID DOCUMENTS AND HIS BID IS MADE IN ACCORDANCE HERewith; HE HAS VISITED THE SITE AND HAS FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED.

BEFORE SUBMITTING PROPOSALS, BIDDERS MUST INSPECT THE PROPOSED SITE AND ACQUAINT THEMSELVES WITH ALL OF THE CONDITIONS UNDER WHICH THE WORK WILL BE DONE. NO ADDITIONAL COMPENSATION WILL BE GRANTED BECAUSE OF UNUSUAL DIFFICULTIES WHICH MAY BE ENCOUNTERED IN THE EXECUTION OF ANY PORTION OF THE WORK.

AGENCY CONTACT PERSON: WILLIAM KNIGHT PHONE: (985) 624-4619

VENDOR MUST INSPECT JOB SITE TO VERIFY MEASUREMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAY-OUT AS DESCRIBED IN THIS BID, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE BROUGHT TO THE ATTENTION OF THE OFFICE OF STATE PURCHASING PERSONNEL PRIOR TO BID OPENING.

BIDS: UNLESS OTHERWISE SPECIFIED, A LUMP SUM BID IS REQUESTED FOR THE WORK SHOWN ON PLANS AND/OR IN SPECIFICATIONS.

REJECTION OF BIDS: THE CONTRACTOR UNDERSTANDS THAT THE DIVISION OF ADMINISTRATION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY INFORMALITIES.

WITHDRAWAL OF BIDS: THE CONTRACTOR AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF THIRTY (30) CALENDAR DAYS AFTER THE BID OPENING.

PERFORMANCE BOND/LABOR AND MATERIALS BOND: THE CONTRACTOR SHALL FURNISH, WITH HIS EXECUTED CONTRACT, A PERFORMANCE BOND FOR ONE HUNDRED PERCENT (100%) OF THE AMOUNT OF THE CONTRACT FOR THE FAITHFUL PERFORMANCE OF HIS CONTRACT, AND A LABOR AND MATERIAL BOND FOR ONE HUNDRED PERCENT (100%) OF THE AMOUNT OF THE CONTRACT FOR THE PAYMENT OF ALL PERSONS PERFORMING LABOR ON THE PROJECT UNDER THE CONTRACT AND FURNISHING MATERIALS IN CONNECTION WITH THE CONTRACT. THE PERFORMANCE BOND WILL BE SECURED BY A SURETY OR INSURANCE COMPANY CURRENTLY ON THE UNITED STATES DEPARTMENT OF THE TREASURY FINANCIAL MANAGEMENT SERVICE LIST OF APPROVED BONDING COMPANIES AND IN ACCORDANCE WITH RESTRICTIONS SET BY THEM OR BY AN INSURANCE COMPANY THAT IS EITHER DOMICILED IN LOUISIANA OR OWNED BY LOUISIANA RESIDENTS AND IS LICENSED TO WRITE SURETY BONDS. IN

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ADDITION, ANY SURETY BOND WRITTEN FOR A PUBLIC WORKS PROJECT SHALL BE WRITTEN BY A SURETY OR INSURANCE COMPANY THAT IS CURRENTLY LICENSED TO DO BUSINESS IN THE STATE OF LOUISIANA.

PERMITS, LICENSES, LAWS AND TAXES: THE CONTRACTOR SHALL FURNISH ALL NECESSARY PERMITS, LICENSES, AND CERTIFICATES AND COMPLY WITH ALL LAWS OR ORDINANCES APPLICABLE TO THE LOCALITY OF THE BUILDING SITE AND THE STATE OF LOUISIANA. THE CONTRACTOR SHALL INCLUDE IN HIS BID ALL APPLICABLE STATE, FEDERAL, OR OTHER TAXES REQUIRED.

INSURANCE:

COMPENSATION INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE ARE REQUIRED ON THIS BID.

AFFIDAVIT: SUCCESSFUL CONTRACTOR SHALL BE REQUIRED TO EXECUTE AN AFFIDAVIT ATTESTING "THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR".

RECORDATION CERTIFICATE: CONTRACTOR SHALL UPON RECEIPT OF EXECUTED CONTRACT, BOND AND PURCHASE ORDER, RECORD CONTRACT AND BOND WITH THE CLERK OF COURT IN THE PARISH IN WHICH THE WORK IS TO BE PERFORMED, OBTAIN A CERTIFICATE OF RECORDATION FROM THE CLERK OF COURT AND FORWARD THIS CERTIFICATE IMMEDIATELY TO THE DIVISION OF ADMINISTRATION. THIS CERTIFICATE MUST BE RECEIVED BEFORE ANY INVOICES ON THIS PROJECT CAN BE PROCESSED. THE EXPENSE FOR THIS IS THE RESPONSIBILITY OF THE CONTRACTOR.

PROGRESS PAYMENTS: THE FOLLOWING PAYMENT SCHEDULE SHALL APPLY:

FOR CONTRACTS WITH A COMPLETION DATE OF MORE THAN THIRTY (30) DAYS:

ON OR ABOUT THE FIRST DAY OF EACH MONTH NINETY PERCENT (90%) OF THE VALUE BASED ON THE CONTRACT PRICE, OF LABOR AND MATERIALS INCORPORATED IN THE WORK, AND OF MATERIALS SUITABLY STORED AT THE SITE THEREOF UP TO THE FIRST DAY OF THAT MONTH, AS ESTIMATED BY THE OWNER, LESS THE AGGREGATE OF PREVIOUS PAYMENTS AND UPON SUBSTANTIAL COMPLETION OF THE ENTIRE WORK, A SUM SUFFICIENT TO INCREASE THE TOTAL PAYMENT TO NINETY PERCENT (90%) OF THE CONTRACT PRICE.

FOR CONTRACTS WITH A COMPLETION DATE OF THIRTY (30) DAYS OR LESS:

UPON SATISFACTORY COMPLETION OF THE WORK, NINETY PERCENT (90%) OF THE CONTRACT PRICE.

ACCEPTANCE: UPON WRITTEN NOTICE BY THE OWNER TO THE DIVISION OF ADMINISTRATION, A NOTICE BY OWNER OF ACCEPTANCE OF WORK WILL BE EXECUTED AND FORWARDED TO THE CONTRACTOR FOR RECORDING WITH THE CLERK OF COURT IN THE PARISH IN WHICH THE WORK HAS BEEN PERFORMED AND CONTRACTOR SHALL FURNISH A CLEAR LIEN CERTIFICATE FROM THE CLERK OF COURT (TO THE OWNER ALONG WITH FINAL INVOICE) FORTY-FIVE (45) DAYS AFTER RECORDATION OF ACCEPTANCE. FINAL PAYMENT OF TEN PERCENT (10%) WILL BE MADE AT THIS TIME.

GUARANTEE: IF, WITHIN ONE YEAR AFTER THE DATE OF SUBSTANTIAL

|   |                |                   |           |
|---|----------------|-------------------|-----------|
| SPECIFICATIONS  |                | INVITATION TO BID |           |
| NUMBER : 2187699<br>OPEN DATE: 04/14/04<br>T-NUMBER : | TIME: 10:00 AM | BIDDER:           | PAGE<br>8 |

COMPLETION OR WITHIN SUCH LONGER PERIOD OF TIME AS MAY BE PRESCRIBED BY LAW OR BY THE TERMS OF ANY APPLICABLE SPECIAL GUARANTEE REQUIRED BY THE CONTRACT DOCUMENTS, ANY OF THE WORK IS FOUND TO BE DEFECTIVE OR NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL CORRECT IT PROMPTLY AFTER RECEIPT OF A WRITTEN NOTICE FROM THE OWNER TO DO SO UNLESS THE OWNER HAS PREVIOUSLY GIVEN THE CONTRACTOR A WRITTEN ACCEPTANCE OF SUCH CONDITION. THE OWNER SHALL GIVE SUCH NOTICE PROMPTLY AFTER DISCOVERY OF THE CONDITION.

DELAYS AND EXTENSION OF TIME: THE CONTRACTOR SHALL PERFORM FULLY, ENTIRELY, AND IN SATISFACTORY MANNER THE WORK CONTRACTED, WITHIN THE NUMBER OF CALENDAR DAYS STIPULATED IN THE PROPOSAL AND THE CONTRACT. TIME WILL BE ASSESSED AGAINST THE CONTRACTOR BEGINNING THE DATE OF THE NOTICE TO PROCEED WHICH IS THE PURCHASE ORDER ATTACHED TO THE CONTRACT.

LIQUIDATED DAMAGES: LIQUIDATED DAMAGES IN THE AMOUNT OF \$50.00 PER DAY SHALL BE ASSESSED FOR EACH AND EVERY DAY THE PROJECT REMAINS INCOMPLETE BEYOND THE ESTABLISHED COMPLETION DATE.

IN ADJUSTING THE CONTRACT TIME FOR THE COMPLETION OF THE PROJECT, ALL STRIKES, LOCK-OUTS, UNUSUAL DELAYS IN TRANSPORTATION, OR ANY OTHER CONDITION OVER WHICH THE CONTRACTOR HAS NO CONTROL, AND ALSO ANY SUSPENSIONS ORDERED BY THE ENGINEER FOR CAUSES NOT THE FAULT OF THE CONTRACTOR, SHALL BE EXCLUDED FROM THE COMPUTATION OF THE CONTRACT TIME FOR COMPLETION OF THE WORK. THE CONTRACTOR MUST APPLY IN WRITING FOR AN EXTENSION OF TIME WITHIN SEVEN (7) DAYS AFTER DELAY OCCURS. NO ALLOWANCES WILL BE MADE FOR DELAYS OR SUSPENSIONS FOR THE PROSECUTION OF THE WORK DUE TO THE FAULT OF THE CONTRACTOR. UNDER PRESENTATION OF EVIDENCE FROM THE SUPPLIER THAT EQUIPMENT SPECIFIED CANNOT BE DELIVERED IN TIME TO COMPLETE THE PROJECT WITHIN THE TIME SPECIFIED, THEN THE CONTRACTOR CAN REQUEST AN EXTENSION OF TIME FOR THE PORTION OF THE WORK.

BIDDER'S PRINTED OR TYPED NAME: \_\_\_\_\_

STATE JOB COMPLETION TIME: \_\_\_\_\_

\_\_\_\_\_  
 AGENCY SIGNATURE AS VERIFICATION OF JOBSITE VISIT



| PRICE SHEET  |  | INVITATION TO BID |      |            |                |
|--|--|-------------------|------|------------|----------------|
| NUMBER : 2187699<br>OPEN DATE : 04/14/04      TIME: 10:00 AM<br>T-NUMBER : |  | BIDDER:           |      |            | PAGE<br>9      |
| LINE NO.   | COMMODITY/SERVICE DESCRIPTION  | QUANTITY FROM/TO  | UNIT | UNIT PRICE | EXTENDED TOTAL |
|  | UNLESS SPECIFIED ELSEWHERE SHIP TO:<br>DCRT-OFFICE OF STATE PARKS<br>GRAND ISLE STATE PARK<br>P O BOX 741 (LA 1)<br>GRAND ISLE , LA 70358  |                   |      |            |                |
| 00001  | COMMODITY CODE: 988-63-000000<br><br>FURNISH ALL MATERIAL, LABOR, SUPPLIES, TOOLS AND EQUIPMENT NECESSARY TO REPLACE DRAINAGE CULVERTS FOR GRAND ISLE STATE PARK IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.<br><br>SUPPLY AND INSTALL FOUR (4) NEW JOINTS OF CULVERT, NEAR THE ENTRANCE STATION AT GRAND ISLE STATE PARK AS SPECIFIED, INCLUDING ALL NEW MISCELLANEOUS MATERIALS NEEDED FOR A COMPLETE AND WORKING SYSTEM.<br><br>PLACEMENT AND QUALITY OF THESE MATERIALS WILL BE IN ACCORDANCE WITH THE ATTACHED PLANS AND SPECIFICATIONS AND SUBJECT TO THE DISCRETION ON THE PROJECT INSPECTOR.<br><br>CONTACT PERSON: WILLIAM KNIGHT<br>985-624-4619<br><br>ACT 729 PROJECT<br>PROJECT # 06-264-03-01-MD | 1                 | JOB  |            |                |

**TECHNICAL SPECIFICATIONS FOR  
DRAINAGE CULVERTS**

**AT**

**GRAND ISLE S.P.  
JEFFERSON PARISH, LOUISIANA**

**PREPARED BY:  
RESOURCE DEVELOPMENT SECTION  
OFFICE OF STATE PARKS  
DEPARTMENT OF CULTURE, RECREATION AND TOURISM  
DATE: FEBRUARY 2004**

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## TECHNICAL SPECIFICATIONS

### DIVISION 1 - GENERAL REQUIREMENTS

#### 01010 Summary of Work

The Contractor shall provide all labor, materials and equipment necessary to complete the following items of work: **Replace four joints of 30-inch reinforced concrete culvert** near the entrance station at the Grand Isle State Park including all processes and materials which may be required as specified herein, in order to ensure a complete, workable job. This project shall include, but is not limited to, **excavation** and **backfill** using all correct methods as specified herein.

All linear footage measurements are estimated. Contractor is to verify all measurements in the field. All are to be field located by the Project Inspector. The desired number of days for this construction and the best window of time when the facility is not in use shall be coordinated with the project inspector and the park manager at the pre-construction meeting. This work is to be completed with as much expediency as possible in order to keep the inconvenience of the patrons using the facility to a minimum.

Unless specified otherwise all materials shall be new, manufactured items suitable for their intended use, installed according to manufacturer's directions or customary good trade practices, and in all cases materials and workmanship shall comply with all applicable building codes. Workmanship shall be at least as good as normal good trade practices with all lines, elevations, surfaces, finishes, etc.

#### **01015 Contractor's Use of Premises**

- 1) The Contractor shall have free use of restrooms and reasonable use of electrical power and water for construction purposes. In no way shall the contractor's use of the park impair the park's use or condition. The contractor shall promptly repair any damage to the satisfaction of the Inspector.
- 2) Free lodging of laborers on grounds is not permitted. Further, the contractor shall be subject to all other Park Regulations applying to the public.
- 3) The Contractor shall schedule his work to provide no interference with park visitation and shall keep utility outages to the minimum length required for construction.

#### **01041 Project Coordination**

The Project Inspector shall be the Office of State Parks' Engineering Technician, Will Knight (985-624-4619), and his decision shall be final in all interpretations of the plans and these specifications. All communications shall be through the Project Inspector. Cooperate with the park manager in all matters pertaining to scheduling correlations with the public.

#### **01050 Field Engineering**

The contractor is responsible for all quantities, measurements, and grades. Provide rough and final staking, elevations and benchmarks as required by the Inspector for approval.

#### **01051 Grades, Lines, and Levels**

All construction shall be plumb, level, and true to the lines shown on the plans. All slopes shall be consist and drain as intended. The Inspector shall instruct the contractor on any incidental construction that may be necessary to accomplish a functional project. Slope to drain always.

### **01060 Regulatory Requirements**

- 1) Obtain all permits, pay all fees, record the contract, and comply with all state, federal, and local requirements. All construction shall comply with the Louisiana Building Code for State-Owned Buildings. If any provision of these specifications or the plans are in conflict with any code, the contractor shall notify the Inspector before construction or the contractor shall make remedial changes to bring the work into compliance at no additional cost to the state.
- 2) Safety is part of this contract. Abide by OSHA and all other safety regulations and take all other measures necessary (such as barriers, fences, warning signs, protective clothing, etc.) to protect the public and workmen.
- 3) Temporary Scaffolds, Staging, and Safety Devices - The contractor shall provide, erect, maintain and remove, when directed, all scaffolding, staging, platforms, temporary flooring, temporary runways, guards, railing, stairs, and ladders necessary for reaching all portions of the work conveniently and safely and as required by local, federal and state codes or laws for the protection of workmen and the public. The construction, inspection and maintenance of the above items shall comply with all safety codes and regulations, as applicable to the project.
- 4) Fire Protection - Verify availability and location of existing onsite fire protection equipment. Provide additional temporary equipment as required by applicable safety standards.

### **01150 Measurement and Payment**

- 1) Bids - The Contractor's bid shall be lump sum with no qualifications, informalities, or item payments or the bid will be disqualified.

2) Add alternates - If add alternates are part of project the contractor shall note them and their amount on his bid. The low bid, including any add alternates, will be accepted if that bid is within the construction budget, otherwise the bid will be awarded on the basis of the base bid.

3) Partial payments - See Progress Payments and Acceptance in bid documents. If the contractor requests partial payments, they shall be made using the invoice and schedule of values forms supplied in these specifications. The approved schedule of values shall be based upon the divisions of these specifications except that the value of Division One shall be zero. Upon completion of the project (acceptance), payment will be authorized for 90% of the contract amount (10% retainage) less the value of all punch list items which shall be computed at 2.5 times the actual cost of the punch list. No partial payments on the punch list. The Inspector's decision on payment approval shall be final.

4) Change orders - All changes in the work involving the contract amount, scope of work, or contract time shall be made only by change orders. Change orders shall be prepared by the contractor as directed by the Inspector and approved by State Purchasing and the Inspector prior to any changes.

Change orders shall contain:

- a) An itemized list of material and labor costs for each subcontractor's work including quantities and unit costs for each item of labor and each item of material.
- b) Same as above for contractor's labor and material.
- c) Overhead and profit.
- d) Time extension for extra work or acts of God.

5) Quantities - All quantities and dimensions expressed in the plans and these specifications reflect the intent of the project and best knowledge of State Parks. They are for the guidance of the Contractor and shall be verified by the Contractor. If discrepancies or errors exist, the inspector shall be notified prior to construction.

#### **01200 Project Meetings**

##### **A PRE BID MEETING TO BE HELD AT THE JOB SITE ON 3/30/04 AT 11:00 A.M.**

A pre-bid conference will be held at the job site and prospective bidders are expected to be familiar with site conditions and bid procedures. After the contract is let, a pre-construction conference shall be held before commencing work. Progress meetings shall be held at least monthly to review the progress and quality of the work and to review requests for partial payment. At the completion of work, a Final Inspection shall be held after at least a three (3) day notice by the Contractor to prepare a punch list (if necessary) of items to be addressed before acceptance.

#### **01300 Submittals**

1) As equal determinations- Manufacturer's brand names, colors and model numbers are used for the sole purpose of obtaining competitive bids. Substitutions of products of other manufactures equal to or superior to those listed may be acceptable if approved by the Inspector prior to bidding. Otherwise, the Contractor's substitution may be rejected. For a substitution to be pre-approved by the Inspector, the Contractor may submit, ten (10) days before bid date, samples, brochures, and technical data sufficient for the Inspector to make a decision.

2) Packaging -The Contractor shall retain all packaging and supplier's invoices in neat, clean, dry, legible condition for the Inspector to determine compliance with these



specifications.

3) Shop drawings - Submit shop drawings where ever required by the plans, these specifications or when required by the inspector. Such drawings shall be drafted, dimensioned, and scaled drawings clearly showing the contractor's intended plan, materials and the like.

#### **01510 Temporary Utilities**

Provide temporary utilities as needed at no additional cost to the State.

#### **01700 Contract Closeout**

See bidding and contract requirements regarding Final Payments and project meetings regarding acceptance, punch list, and final inspection. After completion, the Contractor shall remove all scraps, forms, packaging, debris, spatters, dust, dirt, etc., and leave the work in a neat and clean condition with all facilities ready for use by the Office of State Parks. Salvageable materials remain the property of the State and shall be delivered to the Park Manager. Materials deemed waste by the Inspector shall be removed from the park by the Contractor.

#### **01740 Warranties and Bonds**

All materials and workmanship shall be warranted for a period of one (1) year.

## **DIVISION 2 - SITE WORK**

**02070 Selective Demolition** – Remove without damage to surrounding surfaces, and dispose of off site, four (4) damaged existing eight-foot joints of 30-inch concrete pipe (two on either end of the two-barrel culvert). Removal shall be accomplished without damage to the adjacent roadway and without damage to adjoining joints of culvert. Remaining culvert joints shall be cleaned out, removing all sand, shells, other debris, etc. Any damage to road surface or existing culvert joints created by the contractors activities shall be corrected at the expense of the contractor.

It shall be the responsibility of the contractor to notify utility locating personnel to locate all existing utilities located within the work area. All damage to existing utilities due to contractors activities shall be corrected by the contractor at the expense of the contractor.

**02210 Site Grading** – After removal of damaged culvert joints, the contractor shall place bedding material and prepare by grading and compaction.

**02230 Roadway Excavation, Backfill and Compaction** – The contractor shall take out only material necessary for safe removal of damaged culvert joints taking care not to damage remaining joints. Bedding material of sand or other uncontaminated suitable material shall then be placed a minimum compacted thickness of eight (8) inches. Contaminates include, but are not limited to sticks, roots, trash, any organic material, etc. Compaction shall be by mechanical means ("wacker-packer", etc.). Bedding material shall be graded and compacted providing the correct elevation so that the new culvert joints will follow the existing proposed flow-line of the remaining culvert joints. After culvert placement, backfill shall be with suitable uncontaminated excavated materials and shall be placed in lifts no greater than twelve (12) inches in thickness. Each lift shall be fully compacted by mechanical means to a density equal to or greater than surrounding soils. The finished slope shall match the slope of the surrounding undisturbed area, forming a smooth, continuous contour.

**02270 Slope Protection and Erosion Control** – Slope protection shall consist of correct compaction methods and grass seeding (see section 02485 of these specifications).

**02434 Culverts** – Culvert joints (4 required) shall be thirty-inch (30”), round reinforced concrete joints, eight feet (8’) long with ends to match existing culvert joints. Existing culvert joints shall be cleaned out and freed from soil materials, gravel, shells, trash, etc. as part of this contract.

**02485 Grass Seeding** - Grass seed is to be applied to the topsoil after final grading is completed.

The seed mix use for the project shall be in accordance with the specifications found in the current edition of DOTD Standard Specifications for Roads and Bridges, Section 717. The seed mix is to be used for the correct time of the year and should be applied according to the specifications.

## **DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

### **07910 Joint Fillers and Gaskets**

The contractor shall use an industry-standard joint gasket material for all exposed joint ends between existing and new culvert joints. This material shall be a manufacturer-recommended product, such as “RamNek” or equivalent, or a rubber gasket made for this application.

## **DIVISION 15 - MECHANICAL**

**15060 Pipe and Pipe Fittings** – It shall be the responsibility of the contractor to disconnect, remove and replace as soon as possible following culvert installation, the waterline (on the east end of the structure) supplying the entrance station. The contractor shall leave the waterline intact until necessary to remove it, and shall re-install the waterline as soon as possible in order to keep downtime to a minimum. Notification shall be given to the park management prior to disconnecting this waterline. Use all good industry standards, practice and materials for this

operation. Materials shall match, or exceed, the quality of the existing materials for the waterline. The contractor shall be responsible for deficiencies, leaks, etc. for the duration of the warranty period of this contract.